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SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-1449, RFQ NUMBER S-BE200-03-Q-0001, PRICES - BLOCK 23

1. Performance Work Statement

The purpose of this firm fixed price contract is for the scheduled annual maintenance and all emergency repair services of the central heating systems, both gas and fuel, installed in U.S. Government owned - or leased apartments, houses, and office buildings, listed by location as Attachment "B". Currently 166 locations are included and this number will be used for bid purpose. It should be noted however that this number could increase and/or decrease during the term of the contract.

In case more than one contract award is made (**IF** the work under this contract would be assigned to more than one contractor), the estimated number of locations to be serviced and the estimated number of locations awarded to any single contractor will be less than the amount specified above.

Work shall be performed in accordance with Attachment "A" – Performance Work Statement.

The contract will be for a one-year period from the date of contract award with four (4) one-year options.

Request for Quotations: S BE200-05-Q-0019

2. Pricing

2.1. Base Year (September 1, 2005 - August 31, 2006)

	GAS	FUEL
up to 58,150 KW	€	€
58,151 to 116.280 KW	€	€
116,281 to 174,420 KW	€	€
174,421 to 232,560 KW	€	€
232,561 to 348,840 KW	€	€
348,841 to 465,120 KW	€	€
465,121 to 581,500 KW	€	€

2.2. <u>1st Option Year (September 1, 2006 – August 31, 2007)</u>

	GAS	FUEL
up to 58,150 KW	€ <u></u>	€
58,151 to 116.280 KW	€	€
116,281 to 174,420 KW	€	€
174,421 to 232,560 KW	€	€
232,561 to 348,840 KW	€	€
348,841 to 465,120 KW	€ <u></u>	€
465,121 to 581,500 KW	€	€

2.3. <u>2nd Option Year (September 1, 2007 – August 31, 2008)</u>

	GAS	FUEL		
up to 58,150 KW	€	€		
58,151 to 116.280 KW	€	€		
116,281 to 174,420 KW	€	€		
174,421 to 232,560 KW	€	€		
232,561 to 348,840 KW	€	€		
348,841 to 465,120 KW	€	€		
465,121 to 581,500 KW	€	€		
2.4. <u>3rd Option Year (September 1, 2008 – August 31, 2009)</u> GAS FUEL				
2.4. 3 rd Option Year (Septemb				
2.4. <u>3rd Option Year (Septemb</u> up to 58,150 KW				
-	GAS	FUEL		
up to 58,150 KW	GAS €	FUEL €		
up to 58,150 KW 58,151 to 116.280 KW	GAS €	FUEL €		
up to 58,150 KW 58,151 to 116.280 KW 116,281 to 174,420 KW	GAS € €	FUEL €		
up to 58,150 KW 58,151 to 116.280 KW 116,281 to 174,420 KW 174,421 to 232,560 KW	GAS € € €	FUEL € €		

2. 5. 4th Option Year (September 1, 2009 - August 31, 2010)

	GAS	FUEL
up to 58,150 KW	€	€
58,151 to 116.280 KW	€	€
116,281 to 174,420 KW	€	€
174,421 to 232,560 KW	€	€
232,561 to 348,840 KW	€	€
348,841 to 465,120 KW	€	€
465,121 to 581,500 KW	€	€

2. 6. Pricing must be made in € (Euro).

3. Minimum and Maximum Amounts

During the each contract year the Government shall place orders totaling a minimum of €17,500.00. This reflects the contract minimum for this period of performance. The amount of all orders shall not exceed €40,000.00. This reflects the contract maximum for this period of performance.

CONTINUATION TO SF-1449, RFQ NUMBER S-BE200-05-Q-0019 - SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20 - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

4. WORK REQUIREMENTS.

The Contractor shall provide a trained central heating technician able to fully meet the Embassy's routine maintenance requirement and keep all central heating systems in a safe and efficient operating condition at all times. In the event of a break down, every effort shall be made by the Contractor to immediately return the heating system to an operating condition.

5. SCHEDULED ANNUAL MAINTENANCE - GENERAL

The objective of scheduled annual maintenance is to eliminate or minimize central heating malfunction, breakdown and deterioration. Maintenance performed by the Contractor must assure continuous, safe, and satisfactory operation of each heating system, their parts and components. Scheduled annual maintenance shall be scheduled by the Contractor to include all tasks herein described, in addition to routine lubrication and adjustments. The contractor must, under this contract, inventory, supply, repair and replace under the terms and conditions described below, all parts that have become unsafe due to wear and tear. The contractor shall maintain an easily accessible supply of spare parts sufficient for normal maintenance and expedient emergency repairs.

5.1. Scheduled Annual Maintenance - Schedule Approval. The Contractor shall, at least one month in advance, submit to the Contracting Officer or the COR a complete work schedule for each office building/residence to be serviced under the Scheduled Annual Maintenance. This schedule will contain the date and approximate time of each maintenance visit. The COR will then review it, and if necessary, request that changes be made to the Schedule. This Schedule shall be in a format similar to the one provided in Appendix D to this section. Once the Contractor and COR have agreed on the original/revised schedule, the Contractor shall follow it strictly. In case of an emergency, the Embassy shall have the right to make last minute changes to the schedule with a minimum of 48 hours advance notice.

The Embassy will under no circumstances accept claims from the Contractor for services, which were refused or could not be executed because they were presented at a time other than established in the work schedule.

During the **scheduled annual maintenance**, the Contractor will be allowed to replace small parts which are found defective for a maximum of €250.00 per location without prior approval from the COR. For all repairs requiring parts which exceed €250,00 per location, the contractor must obtain prior approval from the COR.

- **5.2. Scheduled Annual Maintenance Minimum Requirements**. As a minimum the Contractor shall provide a trained central heating technician to inspect and service every central heating system and perform all the tasks listed below:
 - (a) Cleaning of chimney used for evacuation of combustion gasses and the connection furnace/chimney
 - (b) Cleaning of furnace and smoke flues
 - (c) Maintenance, cleaning, and tuning of burner
 - (d) Check of and if necessary, adjust the control and safety equipment
 - (e) Testing of the installation and checking of combustion efficiency, and pollution/emission control
 - (f) Replacement of nozzle.
 - (d) Investigate any malfunctions that have occurred since the last scheduled maintenance visit.

After each scheduled annual maintenance visit, the Contractor shall deliver a service report indicating arrival and departures times, work performed, and observations which must be countersigned by the tenant or the escorting person as well as the necessary certificate(s) as required by Belgian Law. The original forms will have to be sent together with the corresponding invoices, to the COR.

6. UNSCHEDULED EMERGENCY REPAIRS

6.1. Unscheduled Emergency Repairs – Performance.

All unscheduled Emergency Repairs will be performed by the Contractor on an "on-call" basis. To that effect, the Contractor shall dispose of a 24-hour "standby" emergency repair service which shall be sufficiently manned and equipped to respond to emergency repair calls within a 4-hour deadline. The Contractor's emergency repair service shall be reachable by telephone at all times. The Contractor will further dispose of a communications system that will allow him to get in touch with his technicians or technical staff once they have been dispatched in order to give instructions concerning Embassy emergency repair services.

The Contractor shall warrant that all Embassy requests for emergency repair services will be treated on a priority basis.

6.2. Unscheduled Emergency Repairs – Spare Parts.

The Contractor's technicians shall have with them at all times a minimal stock of the most common spare parts that may require replacement during a regular maintenance or emergency repair job.

6.3. Unscheduled Emergency Repairs – Warrant/Call-back Service.

All repair related labor performed under this contract is warranted for a period of 6 months. All spare parts used under this contract are warranted for period of one year. Central heating malfunction repeats within a 24-hour period after the system was worked on by the Contractor, will result in a return visit by a trained technician to correct the problem at no extra cost, even if the problem is minor in nature. The technician shall respond to this callback within a four hour time period regardless of what time the callback complaint was given including the "after hours" time periods.

6.4. Unscheduled Emergency Repairs – Service Reports.

After each unscheduled emergency repair visit, the Contractor shall deliver a service report indicating name and signature of the technician, arrival and departures times, work performed, spare parts used, and observations made such as list of failed equipment and reason for failure, etc... The tenant or if in an office building, by the escorting person, must countersign this service report for satisfactory performance. When submitting repair invoices to the COR, a copy of this service report should always be attached. Payment of invoices for interventions for which there is no countersigned maintenance/repair report cannot be processed.

IT SHOULD BE CLEARLY UNDERSTOOD THAT SINCE ALL CENTRAL HEATING SYSTEMS INCLUDED IN THIS CONTRACT ARE COVERED BOTH FOR ANNUAL MAINTENANCE AND REPAIRS, ALL UNSCHEDULED EMERGENCY REPAIRS UNLIMITED IN NUMBER, RESULTING FROM SYSTEM BREAKDOWNS, WILL BE EXECUTED BY THE CONTRACTOR FREE-OF-CHARGE EXCEPT FOR BREAKDOWNS RESULTING FROM POWER FAILURE, DEFECTIVE FUSES, LACK OF FUEL OIL, GAS SUPPLY PROBLEMS, UNPROPER HANDLING BY THE TENANT, UNAUTHORIZED INTERVENTIONS PERFORMED BY PERSONS OTHER THAN CONTRACTOR'S PERSONNEL AND ALL OTHER INCIDENTS WHICH ARE CLEARLY NOT THE CONTRACTOR'S FAULT.

WHEN CALLED FOR AN EMERGENCY REPAIR SERVICE WHICH CLEARLY FALLS UNDER THE EXCEPTIONS LISTED ABOVE, THE CONTRACTOR WILL BE AUTHORIZED TO CHARGE THE EMBASSY FOR SERVICES PERFORMED AND/OR SPARE PARTS DELIVERED. IN ANY OF THESE CASES, THE CONTRACTOR'S PRICES WILL BE AS LOW OR LOWER THAN THOSE CHARGED TO THE CONTRACTOR'S MOST FAVORED CUSTOMER FOR COMPARABLE QUANTITIES UNDER SIMILAR TERMS AND CONDITIONS. IN SUCH CASES THE CONTRACTOR WILL SUBMIT A PROPER INVOICE TO THE COR WITH A COUNTERSIGNED SERVICE REPORT ATTACHED. INVOICES WITHOUT THIS SERVICE REPORT CANNOT BE PROCESSED.

SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4, CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (OCT 2003), IS INCORPORATED BY REFERENCE. (SEE SF-1449, BLOCK 27B).

ADDENDUM TO 52.212-4

None

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items (APR 2005)

The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553). 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate]

	Clause Number and Title
Χ	(1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with
	Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402). [Check if order exceeds
	\$100,000]
	(2) – (14) [Reserved].
	(15) 52.222-19, Child Labor – Cooperation with Authorities and Remedies
	(SEP 2002) (E.O. 13126). [Check if order is for supplies and exceeds the
	micro-purchase threshold]
	(16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999). [Check if
	the following apply: for supplies, the order exceeds \$10,000 and is awarded
	to a U.S. firm. For services, the order exceeds \$10,000 and is awarded to a
	U.S. firm whose employees who will be performing the work were recruited
	within the U.S.]

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	(17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246). [Check if the following apply: for supplies, the order exceeds \$10,000 and is awarded to a U.S. firm. For services, the order exceeds \$10,000 and is awarded to a U.S. firm whose employees who will be performing the work were recruited within the U.S.]
	(18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212). [Check if the following apply: for supplies, the order exceeds \$10,000 and is awarded to a U.S. firm. For services, the order exceeds \$10,000 and is awarded to a U.S. firm whose employees who will be performing the work were recruited within the U.S.]
	(19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793). [Check if the following apply: for supplies, the order exceeds \$10,000 and is awarded to a U.S. firm. For services, the order exceeds \$10,000 and is awarded to a U.S. firm whose employees who will be performing the work were recruited within the U.S.]
	(20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212). [Check if you have included the clause 52.222-35]
	(21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201). [check if over \$100,000] (22) – (24) [Reserved].
	(25) 52.225-5, Trade Agreements (JAN 2005) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note). [Check if the order is for supplies and the amount exceeds \$169,000]
X	(26) 52.225-13, Restrictions on Certain Foreign Purchases (MAR 2005) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury). [Check if the order is for either supplies or services and the amount exceeds the micro-purchase threshold, unless authorized by OFAC]
	(27) – (30) [Reserved].
	(31) 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003) (31 U.S.C. 3332). [Check if payment will be made by EFT and the contractor has registered in the CCR]
	(32) 52.232-34, Payment by Electronic Funds Transfer – Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332). [Check if payment will be made by either EFT or other means, e.g., check, and the contractor has not registered in the CCR]
	(33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332). [Check if payment will be made by a third party, e.g., purchase card]
	(34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a). [Check if the order is for information technology which requires security of information technology, and/or is for the design, development, or operation of a system of records using commercial
	information technology services or support services]

- (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). [Check if the order is for supplies that may involve ocean transportation: at least 50% of the gross tonnage must be transported on privately owned U.S.-flag commercial vessels to the extent that such vessels are available at rates that are fair and reasonable for U.S.-flag commercial vessels]
- (ii) Alternate I (APR 1984) of 52.247-64. [Check if 100% of the supplies will be transported on privately owned U.S.-flag commercial vessels]

(c) [Reserved]

- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e)(1) [This paragraph applies only if award is made to a U.S. firm] Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause –
- (i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

- (ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- (v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
 - (vi) [Reserved].
- (vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

ADDENDUM TO CONTRACT CLAUSES FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at http://www.arnet.gov/far or, http://farsite.hill.af.mil/search.htm

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at http://www.statebuy.gov/home.htm to see the links to the FAR. You may also use an Internet "search engine" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference:

<u>Clause</u>	Title and Date
52.225-14 52.228-4 52.228-5	Inconsistency Between English Version and Translation of Contract (FEB 2000) Workers' Compensation and War-Hazard Insurance Overseas (APR 1984) Insurance - Work on a Government Installation (JAN 1997)

The following FAR clauses are provided in full text:

52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from September 1, 2005 through August 31, 2006.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 ORDER LIMITATIONS. (OCT 1995)

- (a) <u>Minimum order</u>. When the Government requires supplies or services covered by this contract in an amount of less than 15,000 KCal (maintenance of a furnace with a capacity that is less than 15,000 KCal), the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
 - (b) <u>Maximum order</u>. The Contractor is not obligated to honor--
 - (1) Any order for a single item in excess of **581,500 KW** (perform maintenance on a furnace with a capacity in excess of 581,500 KCal)
 - (2) Any order for a combination of items in excess of **930,340 KW** (perform maintenance on a number of furnaces with a total capacity in excess of 930,340 KW); or
 - (3) A series of orders within less than **thirty (30)** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above (perform maintenance on a number of furnaces within less than 30 days that together exceed the limitations under (1) and (2) above.
- (c) If this is a requirements contract (i.e., includes the Requirement clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **ten (10)** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after August 31, 2010.

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed *five (5)* years.

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR. (APR 1984)

Funds are not presently available for performance under this contract beyond September 30, 2005. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2005 until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

THE FOLLOWING DOSAR CLAUSES ARE PROVIDED IN FULL TEXT:

52.216-18 ORDERING (OCT 1995)

Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from September 1, 2005, through August 31, 2006.

All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized by the Schedule.

652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE) (AUG 1999)

- (a) General. The Government shall pay the contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.
- (b) Invoice Submission. The contractor shall submit invoices in an original and two copies to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

	(c)	Contractor Remittance Address. The Government will make payment to
the c	contracto	or's address stated on the cover page of this contract, unless a separate
remi	ttance a	address is shown below:

652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (APR 2004)

(a) For calendar year 2005, the following American and Belgian holidays will be observed by the Embassy, JAS, ELSO and USEU:

HOLIDAY	DAY	<u>DATE</u>	<u>TYPE</u>
New Year's Day (1/1/2005) observed on Martin Luther King Jr.'s Birthday Washington's Birthday Good Friday Easter Monday Labor Day (observed) Ascension Day Whit Monday Memorial Day Independence Day Independence Day Assumption Day	Friday Monday Monday Friday Monday Monday Thursday Monday Monday Monday Thursday Monday Monday	Dec 31, 2004 Jan 17 Feb 21 Mar 25 Mar 28 May 2 May 5 May 16 May 30 Jul 4 Jul 21 Aug 15	US/Belgian US US Local/EU Belgian Belgian Belgian Belgian US US Belgian Belgian
Labor Day	Monday	Sep 5	US
Columbus Day	Monday	Oct 10	US
All Saints Day	Tuesday	Nov 1	Belgian
Assumption Day Labor Day Columbus Day	Monday	Aug 15	Belgian
	Monday	Sep 5	US
	Monday	Oct 10	US
Veterans Day – Nov 11 Thanksgiving Day Christmas Day (observed) Boxing Day (observed)	Friday	Nov 11	US/Belgian
	Thursday	Nov 24	US
	Monday	Dec 26	US/Belgian
	Tuesday	Dec 27	Local/EU

and any other day designated by Federal law, Executive Order, or Presidential Proclamation.

According to custom, when Christmas Eve (December 24) and New Year's Eve (December 31) are workdays, supervisors may dismiss employees, except for essential personnel, as of 1:00 p.m. on those days. These are not official holidays. Therefore, those required to work receive no additional compensation and those already on leave will have their time charged to the appropriate category of leave.

(b) When any such day falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

- (c) When the Department of State grants administrative leave to its Government employees, assigned contractor personnel in Government facilities shall also be dismissed. However, the contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the contracting officer or his/her duly authorized representative.
- (d) For fixed-price contracts, if services are not required or provided because the building is closed due to inclement weather, unanticipated holidays declared by the President, failure of Congress to appropriate funds, or similar reasons, deductions will be computed as follows:
- (1) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.
- (2) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.

If services are provided for portions of days, appropriate adjustment will be made by the contracting officer to ensure that the contractor is compensated for services provided.

If administrative leave is granted to contractor personnel as a result of conditions stipulated in any "Excusable Delays" clause of this contract, it will be without loss to the contractor. The cost of salaries and wages to the contractor for the period of any such excused absence shall be a reimbursable item of direct cost hereunder for employees whose regular time is normally charged, and a reimbursable item of indirect cost for employees whose time is normally charged indirectly in accordance with the contractor's accounting policy.

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) AUG 1999)

- (a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.
- (b) The COR for this contract is the Embassy's Facilities Manager, currently Mr. Richard McManaway or his/her designate.
- (c) While the COR has been designated to take action for the Contracting Officer, the Embassy Maintenance Supervisor, currently Mr. Harry Beek and the Embassy Assistant Maintenance Supervisor, currently Mr. Paul Vanhorebeek are also authorized to order/schedule services.

Also, the Embassy's Chief of Mission will appoint an American Officer to act as the Embassy's Duty Officer by rotation usually for one week. During this period the Duty Officer will be responsible for dealing with all emergencies after duty hours, during the weekend and any other day the Embassy is closed for regular services. As such he is authorized to order Unscheduled Emergency Services from the contractor. Normally, the Embassy Switch Board Operator (02/508.21.11) on duty will contact the contractor in case these emergency services are required.

No other employee may place an order against this contract unless authorized in writing by the contracting officer.

652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979, AS AMENDED (AUG 1999)

- (a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:
- (1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;
- (2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;
- (3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;
- (4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;
- (5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,
- (6) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.
- (b) Under Section 8(a), the following types of activities are not forbidden `compliance with the boycott," and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1)-(6) above:

- (1) Complying or agreeing to comply with requirements:
- (i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,
- (ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;
- (2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;
- (3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;
- (4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;
- (5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,
- (6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

- (a) The contractor warrants the following:
- (1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
- (2) That is has obtained all necessary licenses and permits required to perform this contract; and,
- (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.
- (b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

SECTION 3 - SOLICITATION PROVISIONS

FAR 52.212-1, INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (JAN 2005), IS INCORPORATED BY REFERENCE. (SEE SF-1449, BLOCK 27A).

ADDENDUM TO 52.212-1

None

ADDENDUM TO SOLICITATION PROVISIONS FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

http://www.arnet.gov/far/ or http://farsite.hill.af.mil/search.htm

These addresses are subject to change. IF the FAR is not available at the locations indicated above, use of an Internet "search engine" (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR provisions.

The following Federal Acquisition Regulation solicitation provisions are incorporated by reference:

<u>CLAUSE</u>	TITLE AND DATE
52.204-6	Contractor Identification Number Data Universal Numbering System (DUNS) Number (JUN 1999)
52.214-34	Submission of Offers in the English Language (APR 1991)

THE FOLLOWING DOSAR PROVISION(S) IS/ARE PROVIDED IN FULL TEXT:

652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999)

- (a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting officer for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1680, by fax at (703) 875-6155, or write to: Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 603, SA-6, Washington, DC 20522-0602.
- The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the preaward and postaward phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1680, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 603, SA-6, Washington, DC 20522-0602.

<u>Acquisition Method</u>: The Government is conducting this acquisition using the simplified acquisition procedures in Part 13 of the Federal Acquisition Regulation (FAR). If the dollar amount exceeds the simplified acquisition threshold, then the Government will be using the test program for commercial items authorized by Subpart 13.5 of the FAR.

SECTION 4 - EVALUATION FACTORS

Award will be made to the lowest priced, acceptable, responsible offeror. The quoter shall submit a completed solicitation, including Sections 1 and 5.

To allow the Embassy to better judge a proposal, a company brochure, technical proposal, client list, financial statement, etc. may also be enclosed as a separate package but should NOT BE ATTACHED TO THE PRICING INFORMATION.

The Government reserves the right to reject proposals that are unreasonably low or high in price.

The lowest price will be determined by multiplying the offered prices times the estimated quantities in "Prices - Continuation of SF-1449, block 23", and arriving at a grand total, including all options.

The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ.

The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:

- adequate financial resources or the ability to obtain them;
- ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments:
- satisfactory record of integrity and business ethics;
- necessary organization, experience, and skills or the ability to obtain them;
- necessary equipment and facilities or the ability to obtain them; and
- be otherwise qualified and eligible to receive an award under applicable laws and regulations.

ADDENDUM TO EVALUATION FACTORS FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

The following FAR provisions are provided in full text:

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

<u>52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (MAR 2005)</u>

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at http://orca.bpn.gov. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

 (a) [Reserved]— (b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.) (1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). (2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (3I U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN. (3) Taxpayer Identification Number (TIN). TIN:
TIN has been applied for. TIN is not required because:
Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in
the United States;
 Offeror is an agency or instrumentality of a foreign government; Offeror is an agency or instrumentality of the Federal Government. Type of Organization.
Sole Proprietorship;
Partnership:
Corporate Entity (not tax-exempt);
Corporate Entity (tax-exempt);
Government entity (Federal, State, or local);

__ International organization per 26 CFR 1.6049-4; __ Other ____

__ Foreign government;

(5) Common Parent.		
Offeror is not owned or controlled by a common parent;		
Name and TIN of common parent;		
Name	·	
TIN	•	
(c) – (d) [Reserved]		

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) -(g) Reserved

- (h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--
- (1) [] Are, [] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and
- (2) [] Have, [] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (3) [] Are, [] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.
- (i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product	Listed Countries of Origin

- (2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]
- [] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.
- [] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.
- (j)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.
- (2) The offeror has completed the annual representations and certifications electronically via the ORCA website at http://orca.bpn.gov. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212–3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs

 [Offeror to identify the applicable paragraphs of the offeror by the applicable paragraphs.

except for paragraphs ______. [Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s)and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only and do not result in an update to the representations and certifications posted on ORCA.]

ADDENDUM TO REPRESENTATIONS AND CERTIFICATIONS FAR AND DOSAR PROVISION (S) NOT PRESCRIBED IN PART 12

The following DOSAR provision is provided in full text:

652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

(a) Definitions. As used in this provision:

Foreign person means any person other than a United States person as defined below.

United States person means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.

- (b) Certification. By submitting this offer, the offeror certifies that it is not:
- (1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,
- (2) Discriminating in the award of subcontracts on the basis of religion.

ATTACHMENT " A "

PERFORMANCE WORK STATEMENT

Quality Assurance Plan (QAP).

This plan is designed to provide an effective surveillance method to promote effective Contractor performance. The QAP provides a method for the Contracting Officer's Representative (COR) to monitor Contractor performance, advise the Contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The Contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to conduct quality assurance to ensure that contract standards are achieved.

Performance Objective	PWS Para	Performance Threshold
Services. Performs all central heating systems maintenance and repair services set forth in the performance work statement (PWS)		All required services are performed and no more than one (1) customer complaint is received per month

- 1. <u>Surveillance</u>. The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.
- 2. <u>Standard</u>. The performance standard is that the Government receives no more than one (1) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212-4, Contract Terms and Conditions-Commercial Items), if any of the services exceed the standard.

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3. Procedures.

- (a) If any Government personnel observe unacceptable services either incomplete work or required services not being performed, they should immediately contact the COR.
- (b) The COR will complete appropriate documentation to record the complaint.
- (c) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.
- (d) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.
- (e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.
- (f) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR.
- (g) The COR will review the matter to determine the validity of the complaint. The COR will consider complaints as resolved unless notified otherwise by the complainant.
- (h) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

ATTACHMENT "B"

ESTIMATED NUMBER OF FURNACES TO BE SERVICED BY CAPACITY AND TYPE

	GAS	FUEL
up to 58,150 KW	<u>108</u>	<u>27</u>
58,151 to 116.280 KW	<u>9</u>	<u>7</u>
116,281 to 174,420 KW	<u>6</u>	<u>2</u>
174,421 to 232,560 KW	<u>0</u>	. <u>4</u>
232,561 to 348,840 KW	<u>1</u>	. <u>0</u>
348,841 to 465,120 KW	<u>0</u>	. <u>0</u>
465,121 to 581,500 KW	<u>0</u>	2

The updated and complete list of all locations with their full address and all pertaining information will be furnished to the successful offeror at time of contract award.

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